

**UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

**08 CV 02402**

REACH THE WORLD,

Plaintiff,

-against-

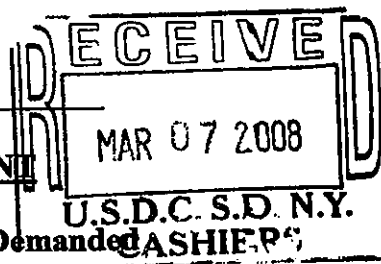
RALEIGH GRIFFITH and RALSETH  
TECHNOLOGIES, LLC,

Defendants.

Index No.

**COMPLAINT**

Jury Trial Demanded



Plaintiff Reach The World, through its undersigned attorneys Akin Gump Strauss  
Hauer & Feld LLP, for its Complaint alleges as follows:

**INTRODUCTION**

1. This action is based on Defendants Raleigh Griffith's ("Griffith") and RalSeth Technologies, LLC's ("RalSeth") breach of contract.
2. Plaintiff Reach The World is an education nonprofit organization that was created to help elementary and secondary school students and teachers develop the skills necessary for responsible citizenship in a complex, culturally diverse and rapidly changing world, by using an interactive website to connect classrooms to travelers on journeys across the globe.
3. In or about early 2006, Reach the World entered into a contract with Defendants, pursuant to which Defendants agreed to develop and deliver a new Reach The World website in exchange for approximately \$55,000 in grant funds provided to Reach The World by the National Geographic Society Education Foundation ("National Geographic").

4. Because Reach The World had only limited experience with computer software, and Defendants held themselves out as computer software experts, Reach The World relied on Defendants' expertise in making decisions related to the software's creation.

5. In breach of their contractual obligations, and despite Reach The World's payment of approximately \$55,000, Defendants never delivered software capable of allowing Reach The World to operate a new website. The only software Defendants delivered was fraught with defects and wholly unusable for any purpose.

6. Making matters worse, Defendants refused Reach The World's repeated demands—over a period of more than a year—to either deliver working software or return the \$55,000 paid to them by Reach The World. Reach The World was thus forced to hire other software developers to design a working website (which actually works and cost only approximately \$17,500).

7. Accordingly, Reach The World commences this action seeking the return of the approximately \$55,000 it paid to Defendants, as well as compensation for other damages it has suffered by virtue of Defendants' actions.

#### **PARTIES**

8. Reach The World is a 501(c)(3) corporation duly organized under the laws of the State of Georgia, with its principal place of business in New York, New York. Reach The World's mission is to utilize an interactive website to connect elementary and secondary school classrooms to travelers on journeys across the globe, in order to help students and teachers develop the knowledge and understanding necessary to thrive in today's complex and culturally diverse world.

9. Upon information and belief, RalSeth is a limited liability company duly organized and existing under the laws of Virginia.

10. Upon information and belief, Griffith is a citizen of and currently resides in the state of Virginia.

### **JURISDICTION AND VENUE**

11. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1332.

12. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(A), because the events giving rise to this action occurred in this judicial district.

### **FACTUAL ALLEGATIONS**

#### **The Parties Enter into a Binding Contract**

13. In early 2006, Reach The World entered into an agreement with Defendants whereby Defendants agreed to develop software for a new Reach The World website and deliver it to Reach The World, in exchange for approximately \$55,000 in grant funds to be provided to Reach The World by National Geographic. Pursuant to the parties' agreement, Defendants were to deliver the software to Reach The World in or around the beginning of September 2006.

14. Because of its extremely limited experience with and knowledge of computer software, Reach The World relied on Defendants' professed expertise in making decisions related to the software.

15. For example, Defendants, rather than Reach The World, decided that the software would be written in "open source," rather than proprietary code. True and correct copies of emails evidencing this decision by Defendants are attached hereto as Exhibit A and incorporated by reference.

16. As evidenced by several emails exchanged between the parties, Defendants represented to Reach The World that, among other things, the Software would be capable of (i) being serviced by a whole community of developers, without Defendants' involvement; (ii) standing on its own in the event that Defendants were no longer involved; and (iii) being managed and controlled by the Reach The World staff rather than a webmaster. True and correct copies of such emails are attached hereto as Exhibits A and B and incorporated by reference.

**Defendants Deliver Defective Software**

17. Software demonstrations presented by Defendants to Reach The World in May, June and August of 2006 revealed that the software was rife with errors and failed to meet the visual design requirements provided by Reach The World in several serious ways.

18. As a result, Defendants maintained sole control of the software throughout the summer of 2006 while they attempted to remedy these defects, and Reach The World was unable to conduct any testing of the software during this time.

19. Defendants provided the software to Reach The World on or about September 5, 2006, and made it available for on-line testing on or about September 17, 2006.

20. Also on September 17, 2006, Defendants sent Reach The World a draft Software Service Agreement and draft Software License Agreement that purported to, among other things, limit RalSeth's liability for defects in the software to those identified by Reach The World before 6:00 p.m. on September 21, 2006, and grant RalSeth the unilateral ability to determine which of those defects identified within the specified timeframe it would be obligated to address. True and correct copies of the draft Software Service Agreement and draft Software License Agreement are attached hereto as Exhibit C.

21. Reach The World never agreed to the service or license agreements, nor had it even seen them prior to September 17, 2006.

22. Reach The World's small staff of 2 employees spent a substantial and significant amount of time testing the software that was delivered on or about September 5, 2006. This testing revealed that the software contained a number of serious and widespread defects relating to, among other things, its design and performance.

23. After Reach The World notified Defendants of the defects, Defendants expressed concern that Reach The World's shared web hosting plan, which Defendants had recommended, could be causing the problems.

24. Accordingly, on or about September 22, 2006, the Parties agreed that Reach The World would suspend testing the software and would document only visual design defects until Defendants moved the software to a dedicated web hosting server.

25. On or about September 24, 2006, Defendants sent Reach The World a revised draft Software Service Agreement, purporting to extend the date Defendants had attempted to unilaterally set as the deadline for defect reporting to September 27, 2006. A true and correct copy of the revised draft Software Service Agreement is attached hereto as Exhibit D.

26. Reach The World never agreed to this revised draft Software Service Agreement.

27. On or about September 25, 2006, Defendants provided Reach The World with the information necessary to access the dedicated server on which Defendants had installed the software.

28. Reach the World's subsequent testing of the software revealed that the majority of the defects discovered during the initial testing period remained, as well as a number of additional defects.

29. Reach The World repeatedly requested that Defendants remedy the defects.

Reach The World's requests were denied.

30. On or about October 18, 2006, Thach X. Le, counsel for Defendants, sent Reach The World "version 1.01" of the software, which Mr. Le represented "address[ed] the [change requests] provided by Reach The World in which [sic] RalSeth Technology classified and marked for disposition and implementation." Mr. Le also included what he called an "updated User Manual," which, according to Mr. Le, "provide[d] instructions for installing and configuring your software." A true and correct copy of Mr. Le's cover letter is attached hereto as Exhibit E.

31. Mr. Le's letter made clear that version 1.01 of the software did not address the myriad defects in the original software—many of which were crucial to the software's functionality—that had been identified by Reach The World but not "classified and marked for disposition and implementation" by Defendants. Mr. Le's letter also made clear that Defendants would not address these defects unless Reach The World paid them additional money over and above the approximately \$55,000 Reach The World had already paid Defendants.

32. As a result of Defendants' failure to deliver a working version of the software, Reach The World was forced to expend significant time and resources creating a temporary updated version of its website that could be utilized until a permanent solution was found.

**Reach The World Discovers that the Software Provided by Defendants is Beyond Repair**

33. On or about December 15, 2006, James A. Allen, counsel for Defendants, notified Reach The World's counsel that Defendants were "willing to consider any reasonable requests by [Reach The World] to resolve this matter," and requested that Reach The World provide Defendants with "a definitive list . . . of items which Reach The World request [sic] modification

or correction.” A true and correct copy of the correspondence from Mr. Allen is attached hereto as Exhibit F.

34. As a result, Reach The World retained a software expert to load version 1.01 of the software and compile a list of its defects. This expert informed Reach The World that version 1.01 of the software could not even be loaded on Reach The World’s server. The expert stated further that although he was able to load version 1.01 of the software on his own server, the software contained a number of database connection problems that made the compilation of a list of the software’s defects impractical.

35. When Reach The World informed Defendants that it was unable to load version 1.01 of the software so that a list of its defects could be compiled, Defendants suggested that they load version 1.01 of the software for Reach The World.

36. Reach The World agreed that if Defendants were able to successfully load version 1.01 of the software, Reach The World would attempt to compile a list of its defects. However, after informing Reach The World that Defendants were “almost loaded and ready to ‘open the door’ for [Reach The World] to test the software,” Defendants notified Reach The World that it would not proceed unless Reach The World agreed that (i) RalSeth could unilaterally determine which of the software’s defects Defendants would remedy, and (ii) RalSeth would not be liable for any “indirect, incidental, consequential, special or punitive damages or loss of data, for any reason whatsoever.” A true and correct copy of Defendants’ correspondence to this effect is attached hereto as Exhibit G.

37. Reach The World refused to agree to Defendants’ conditions. As an alternative, the Parties agreed to participate in a conference call so that Reach The World’s expert could

explain to Defendants exactly what he had done in an effort to load version 1.01 of the software, and Defendants could attempt to help him load it successfully.

38. Prior to the date on which this conference call was scheduled to occur, however, Reach The World hired another software expert, Advomatic, to attempt to load version 1.01 of the software. By making changes to its code, Advomatic was able to load version 1.01 of the software. After conducting a detailed analysis, Advomatic advised Reach The World that version 1.01 of the software was so poorly constructed that it would never meet the specifications agreed upon by the parties. Advomatic also opined that it would be more economical for Reach The World to hire a new software developer and start from scratch than to try to work with the software it received from Defendants. A true and correct copy of the report prepared by Advomatic is attached hereto as Exhibit H

**Reach The World Purchases Software for a Fraction of the Price Charged by Defendants**

39. In light of Advomatic's findings, Reach The World was forced to hire alternative software developers to build a new website.

40. Tellingly, Reach The World was able to obtain this software for only \$17,500—a mere fraction of the approximately \$55,000 Defendants charged for the junk software they provided.

41. Defendants have refused to return the approximately \$55,000 paid to them by Reach The World, despite their failure to deliver working software to Reach The World.



**FIRST CAUSE OF ACTION**  
**(BREACH OF CONTRACT)**

42. Reach The World repeats and realleges each and every allegation set forth in paragraphs 1 through 41 as if fully set forth herein.

43. The agreement entered into by Reach The World and Defendants is a binding and enforceable contract.

44. Reach The World fulfilled its obligations under the agreement.

45. Defendants breached their obligations under the agreement by failing to deliver to Reach The World working software for a new website.

46. Defendants' breach was material and fundamental.

47. As a direct and proximate result of Defendants' breaches of contract, Reach The World suffered substantial harm, for which it seeks money damages in an amount to be determined, but not less than \$75,000 (inclusive of the amount paid by Reach The World to RalSeth, the amount expended by Reach The World to hire a software expert to evaluate version 1.01 of the software, the amount spent by Reach The World to run a replacement website, and the damages to goodwill suffered by Reach The World as a result of its inability to run an updated website and the diversion of its resources).

**PRAYER FOR RELIEF**

**WHEREFORE**, Reach The World respectfully demands the entry of judgment as follows:


(a) in favor of Reach The World and against Defendants in an amount in excess of \$75,000, plus interest, costs and attorneys fees; and

(b) such other and further relief as the Court may deem just and proper.

Dated: March 7, 2008  
New York, New York

Respectfully submitted,

Akin Gump Strauss Hauer & Feld LLP

By:   
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Deborah J. Newman  
590 Madison Avenue  
New York, New York 10022  
Telephone: (212) 872-7481  
Facsimile: (212) 872-1002  
[sodonnell@akingump.com](mailto:sodonnell@akingump.com)  
[djnewman@akingump.com](mailto:djnewman@akingump.com)

*Attorneys for Plaintiff Reach The World*

## EXHIBIT A

-----Original Message-----

From: Raleigh K. Griffith [mailto:raleigh.griffith@usa.net]

Sent: Tuesday, March 07, 2006 4:13 PM

To: Heather Halstead

Subject: contingency planning

these are good questions. we are building in LAMP. LAMP stands for Linux (operating sys), Apache (webserver), MySQL (database), and PHP (language). I'm telling you that as background but what you need to know is that we are "open source."

You should expect that the open source should be just that OPEN. If you should fire me or my developers. You should expect to be able to advertise for a LAMP knowledgeable person and she should be able to pick up the flag and keep going for RTW. (with server access)

The short answer that there is nothing unique about our technical approach other than our experience and design ideas. You should expect to be able to advertise for and get a whole community of developers for maintenance and upgrades in the future.

In this regard, Pat is helping me to ensure that we exploit this reality to drive cost savings.

----- Original Message -----

Received: Tue, 07 Mar 2006 02:05:52 PM EST

From: "Heather Halstead" <heather@reachtheworld.org>

To: "'Raleigh K.Griffith'" <raleigh.griffith@usa.net>

Subject:

> Hi Raleigh,  
> Just got a notification from Nat Geo that there was a delay in the  
> check processing but they hope we will get it on Friday. I wouldn't  
> hold my  
breath  
> but... If you need an invoice paid, send it to me. That's fine. We  
> have  
cash  
> flow from the benefit.  
>  
> On another front, can you make any speculations about what type of  
> tech person we will have to have to help us with the website in the  
future?  
I.e.,  
> will we need to have someone on retainer who knows how it works and  
> who can make changes to it as necessary / customize pages / whatever?  
> Or what? I am curious to know your thoughts. One thing I do know is  
> that no matter how automated we make the website, there are always  
> going to have to be  
changes,  
> customizations, etc. -- so we are going to have to have someone who  
> can do that...

## EXHIBIT B

-----Original Message-----

From: Raleigh K. Griffith [mailto:[raleigh.griffith@usa.net](mailto:raleigh.griffith@usa.net)]

Sent: Friday, May 26, 2006 6:14 PM

To: Heather Halstead

Cc: 'Jeffrey Wiener'

Subject: Re:

There is a lot to take in, especially at the admin role.

My requirements for the admin section have a foundation in two ideas:  
1. that the application should be managed and controlled by RTW staff, not a webmaster (whom I see as overhead). and, 2. the application will be able to stand on its own should I get hit by a bus, after a version release.

(that means you need tools with the power to run the site without tech support)

With this in mind we used the detailed workflows that you helped me create to automate much of your business, which is currently manually done. Please consider that once you get oriented to "admin mode," much like any application you will want more power, more shortcuts, and more functionality. ALSO, SHOULD YOU UNDERSTAND SOME FUNCTIONS AND STILL NOT LIKE IT, I CAN DISABLE IT AND MAKE IT DISAPPEAR or alter it.

DESIGN: Your thought on the design is noted. Pat and I are working layout based on the wireframes even as we speak. We will make progress with it being a holiday weekend. Layout is coming but DATA is FIRST. The hard part is LOGIC and STORING DATA. But, I want you to know I hear you. I'm just a week behind you in this area. :)

FACE-TO-FACE: NYC! YES! My request is that you give me three more weeks to get this thing ready for fine-tuning and training. With the design defined and Jeff building the GAMES, We can focus on business functionality in your app.

(Pat and I brainstorm all the time much, much, much, more for you to consider to be built in the future. With layout defined, versioning will be much faster). Note: once we nailed down designs (5/7) how quickly we built functionality.

The short answer is of course we will come up and I will plan a most productive meeting and training session.

Until then, there is the hard work of you getting exposed to the app and getting your feedback to me. TESTING IS TORTURE! :) This is always hard Heather, really.

Let's try to make it easier. We can do this different ways. I'd like to call you to discuss something easier. Maybe just talk through a section at a time, and I'll take notes. What do you think about that? When can I call?

I hope I understood and addressed (albeit maybe not solved) the concerns in your email. Thoughts? (and don't feel bad about calling my cell with an idea or concern!)

Raleigh

> \*\*\*\*\*

## EXHIBIT C



## Software Service Agreement

### **Software Service Agreement Scope**

- We will accept notification of software bug reports for version 1 (Change Initiation / Change Request (CR)) until Thursday 6:00 pm, September 21, 2006.
- A Bug/Defect is defined as an error, flaw, mistake, failure, or fault in a **computer program's code base** that prevents it from working correctly or produces an incorrect result.
- Bugs/Defects must be traceable, reproducible and documented as defined below and shown in Appendix 1.

### **CR (defect/bug) Reporting**

- Bugs will be accepted in the following format: screen shot, description of bug, steps to reproduce or trigger the bug and the affected requirement. (See Appendix 1)
- Bugs will be documented in writing, numbered sequentially in Microsoft Word Table Format. (See Appendix 1)
- This format is an example of how a bug will be reported:
  - Reported By with Phone #:
  - Bug number:
  - Description:
  - Steps to Reproduce:
    - Step 1
    - Step 2
    - Step 3
    - Step 4
  - Affected Requirement:
  - Screen Shots (before & after)
  - <<Page Break>>
- After documenting Change Initiation / Change Request (CR), email MS Word document as attachment to [raleigh.griffith@usa.net](mailto:raleigh.griffith@usa.net) before aforementioned deadline.

### **Change Initiation / Change Request (CR)**

Upon receipt of Change Initiation / Change Request (CR), engineers will attempt to reproduce your bug. Once reproduced, the submission will be queued based on classification. Classifications are determined at the sole discretion of RalSeth, LLC.

### **Change Classification / Change Evaluation**

There are three levels of classification.

- **Level 1:** The most severe, a code compiling error that **causes workflow stoppage** (exception statement error).
- **Level 2:** A code compiling error that **allows workflow but produces a faulty result in dynamic data** (incorrect page redirect, missing left link navigation).
- **Level 3:** Cosmetic errors and requests for new functionality.

**Special Note Re: CR as bug, cosmetic adjustment or request for functionality**

CR(s) serve two important functions. CR(s) are used to define, document, and address bugs for patch release. CR(s) are also used to define, document, and prioritize requirements for new releases. A patch is used to address a critical defect. Reported level 1 and many level 2 CR(s) will be addressed in a patch. All other CR(s) are documented for prioritization in future version releases.

Enhancements to existing designs and/or suggestions for future are not defects and will NOT be addressed in the patch release. Many factors affect layout and display of content. RalSeth Technology cannot guarantee that layout templates will match prototype layouts exactly due to a variety of factors (content length, browser & OS variations; dynamic rendering of content and display of images).

**Integration of design templates into code base MAY REQUIRE ALTERING OF TEMPLATES WHICH AFFECTS FINAL DISPLAY. These variations should be minimal but MAY BE UNAVOIDABLE.** RalSeth Technology will make every effort to represent the design as delivered but reserves final say as to the determination of all templates layouts.

***Change Disposition / Change Implementation***

RalSeth Technology will approve, disapprove, returned for further analysis or information, or defer a CR for a future version release.

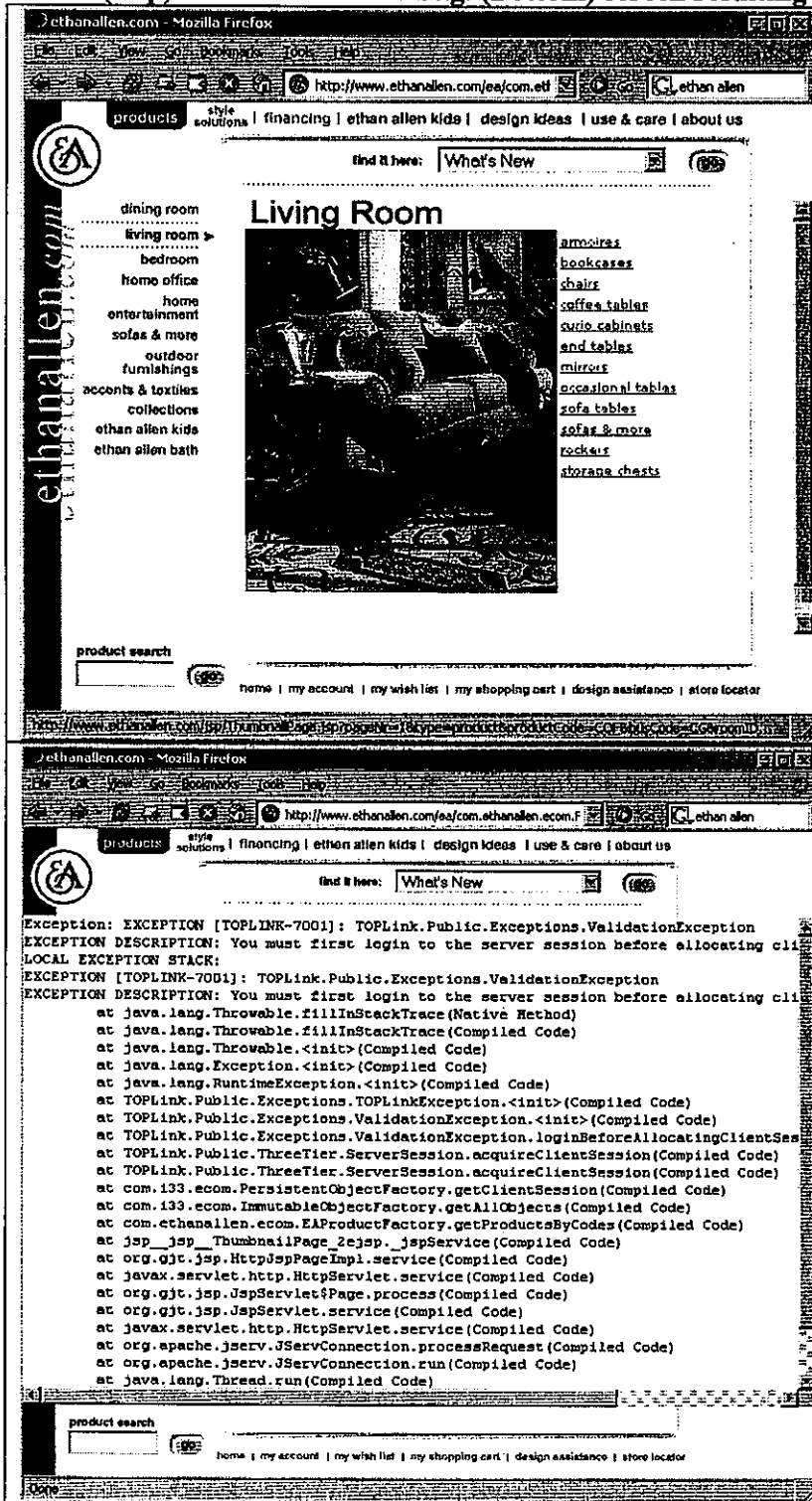
Once a CR is accepted, it is sent to a developer for action. Rejected items are returned to the originator along with the CR's rationale for rejection. CR(s) needing further analysis is returned with the developer's questions or requests attached. Deferred CR(s) are filed as a possible future requirement(s). Approved CR(s) will be included in the patch release version 1.01.

**Baseline Change Control and Patch Release**

- After the deadline, CR(s) will be locked in Change Control for classification, evaluation and implementation. No new CR(s) will be accepted for the version 1 Patch release.
- RalSeth Technology will determine Patch schedule and release. Patch release schedule consideration includes workflow, complexity, and the number and comprehensiveness of submitted bug report (CR).
- **One Patch and updated documentation will be released via CD with server install (based on hosting availability).**
- New requirements for future versions are welcome. New requirements will not be addressed in the Patch release. New requirements for versioning will be designed and developed on a case-by-case contractual basis between the customer and RalSeth Technology.

**Appendix 1 Bug Report <Sample>**

Note: (Top) screenshot before bug. (Bottom) screen resulting from bug



**To create template, open MS Word. Select Insert Table (four fields), insert screenshots and resize to fit. In left-side fields, write the following data. All must be complete for implementation.**

Reported By:

Name (ph#)

Bug number:

Start w/ #1

Description:

What occurred

Steps to Reproduce

Step 1

Step 2

Step 3

Step 4

Affected

Requirement:

Data Element/Field

Screen Shots

(before/after)

← See exp here

<Select Alt. Prt Sc>

Insert

<<Page Break>>

after each submission

## **Appendix 2 Software License**

Copyright © 2006 RalSeth Technology LLC copyright holder. All rights reserved.

ReachtheWorld.org site Content Management System (CMS) is distributed subject to the following license conditions:

### **SOFTWARE LICENCE AGREEMENT**

Software: ReachtheWorld.org Content Management System (CMS)

1. The "Software", below, refers to *ReachtheWorld.org site Content Management System (CMS)* (in either source code, or binary form and accompanying documentation). Each licensee is addressed as "you" or "Licensee."
2. The copyright holders shown above hereby grant Licensee a royalty-free nonexclusive license, subject to the limitations stated herein and U.S. Government license rights.
3. You may modify and make a copy or copies of the Software for use within your organization.
4. You may modify a copy or copies of the Software or any portion of it, thus forming a work based on the Software, and distribute copies of such work outside your organization.
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6. **LIMITATION OF LIABILITY.** IN NO EVENT WILL THE COPYRIGHT HOLDERS, THEIR THIRD PARTY LICENSORS, OR THEIR EMPLOYEES: BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR LOSS OF DATA, FOR ANY REASON WHATSOEVER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF ANY OF SAID PARTIES HAS BEEN WARNED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

URL for Reach the World CMS version 1 is:

<http://test.reachtheworld.org/>

Login page is:

<http://test.reachtheworld.org/?q=userlogin>

login Admin / password Admin

## EXHIBIT D

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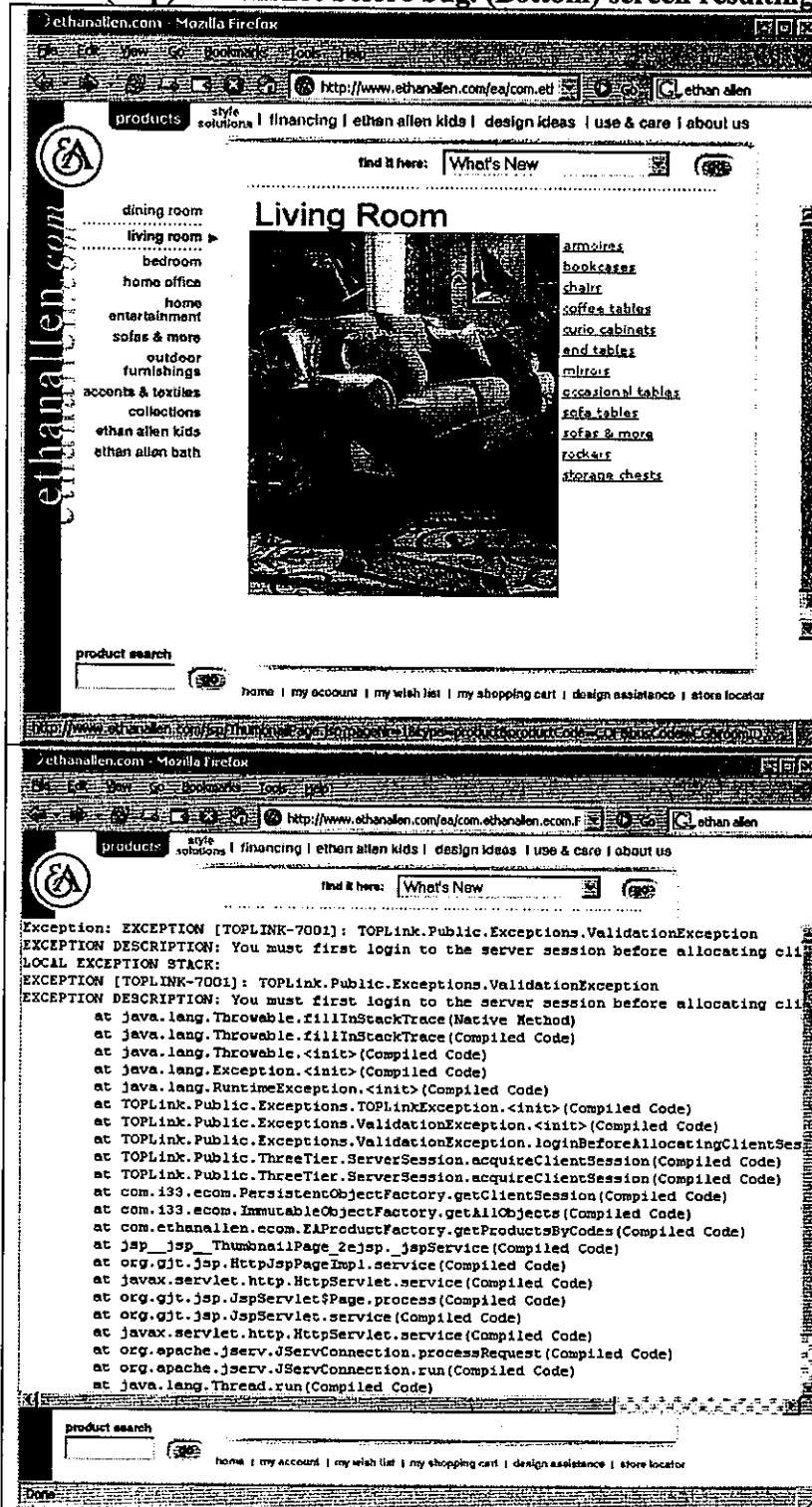
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← See exp here

&lt;Select Alt. Prt Sc&gt;

Insert

&lt;&lt;Page Break&gt;&gt;

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URL for Reach the World CMS version 1 is:

<http://test.reachtheworld.org/>

Login page is:

<http://test.reachtheworld.org/?q=userlogin>

login Admin / password Admin

## EXHIBIT E



1600 N. Oak Street Suite 1701 Arlington, VA, 22209

October 18, 2006

Heather Halstead  
Reach The World  
329 E. 82<sup>nd</sup> Street, 3<sup>rd</sup> floor  
New York, NY 10028-4103

Re: Reach The World

Dear Ms. Halstead,

I am writing in response to the letter sent to my client, Ralseth Technology, by Deborah Newman dated October 10, 2006. In her letter, Ms. Newman made several inaccurate assertions regarding the work product created by Ralseth and accused my client of not working amicably to resolve Reach the World's outstanding concerns. I would like to state that my client categorically denies the mis-information contained in Ms. Newman's letter and that we are disturbed by the threat of legal action Ms. Newman raised.

We can only assume that Ms. Newman was not acquainted with the full set of facts surrounding this project and the situation that resulted. To clarify any future misunderstanding, I will recount these facts below:

In January 2006, Reach the World and RalSeth Technology, LLC (collectively, "RalSeth") entered into an agreement for RalSeth to develop and deliver to Reach the World software necessary for Reach the World to re-design its website (the "Software"). In response to Reach the World's needed availability date of September 5<sup>th</sup>, Ralseth developed a project schedule with critical dependencies to meet this goal. Within the project schedule were clear dates corresponding to specific milestones that needed to be accomplished on time to meet the desired project delivery date. Specifically, the visual design phase was to have been completed by April 27<sup>th</sup>. Email messages between Ralseth and Reach the World on April 13<sup>th</sup> memorialize this project schedule and show that all parties were informed of the project plan and its critical dependencies. This project schedule, reviewed regularly with Reach the World, was used as the coordination mechanism between all parties. At the beginning of the project, the high level process flows that the Software needed to provide were recorded, agreed upon, and documented. In addition, it was clearly understood that all design and development were to be executed by RalSeth. The fixed price of \$55,000 for the project was based on this team composition, project plan, and agreed-upon specifications.



1600 N. Oak Street Suite 1701 Arlington, VA, 22209

On February 7<sup>th</sup>, Reach the World expressed its desire to involve an external contractor, Mr. Jeffrey Wiener, to provide all the visual design. Mr. Wiener was contracted directly by Reach the World and not under the management control of RalSeth. Although the impact of having an external designer increased cost and complexity of project delivery to RalSeth, Mr. Griffith chose to accommodate this request. In an e-mail between RalSeth and Mr. Wiener dated March 26<sup>th</sup>, Mr. Wiener acknowledged the project schedule and agreed to deliver his final visual design requirements by April 30, 2006. However, Mr. Wiener repeatedly failed to meet his delivery date for the visual design which was a critical dependency for the rest of the project milestones. Numerous e-mails, as late as August 20<sup>th</sup>, documented the urgency of RalSeth of not having received the needed visual design requirements and the damage being done to the project by Mr. Wiener's continual changes to the visual design requirements past this date.

RalSeth communicated directly with you about this concern in an e-mail dated June 20, 2006, yet Reach the World offered no resolution nor forced Mr. Wiener to comply with the project's mandated timeframes and milestones. In fact, by August 16<sup>th</sup>, Mr. Wiener still had not finalized his visual design requirements and the deadline for the design phase was overdue by nearly four months. In an attempt to meet final deadline as dictated by the project schedule, Mr. Griffith responsibly locked the design down on August 17, 2006 to what had been received prior to that date so that development of the system could be completed. This action was communicated to you in an email, which included the entire lock-downed visual design prototype. Interestingly, as of September 25, 2006, design requirements continued to be delivered to RalSeth by Mr. Wiener, even stating that more is "to come". Mr. Wiener's failure to adhere to the most basic intent of his responsibility on this project risked pushing the delivery date well beyond the time desired by Reach the World. Nevertheless, Mr. Griffith attempted to mitigate this risk as much as he could by following the software industry best practice of treating any requirements beyond the final design lockdown date as new requirements for future releases.

Even with the considerable reduction in development and testing time, Mr. Griffith was still able to professionally manage the development team to complete and deliver the Software as agreed on September 5, 2006. **Included in the Software delivery was the Software License Agreement and Software Service Agreement.** This, by the project schedule and invoice paid, would have concluded the agreement between RalSeth and Reach the World. However, RalSeth decided to provide two additional free value-added services to Reach the World as a sign of good faith. The first service was assistance in configuring the web hosting environment that Reach the World had responsibility for obtaining by close of business September 1, 2006. This is documented in e-mails dated August 23, 2006 and August 30, 2006. Reach the World failed to complete this task as was its responsibility. RalSeth had no obligation to provide this hosting service. Secondly, RalSeth provided a Software Service Agreement to Reach the World to fix any functional defects found within a prescribed time so that

OCT-23-2006 10:21

HALSTEAD COMMUNICATION

212 517 7284



1600 N. Oak Street Suite 1701 Arlington, VA. 22209

they could be addressed and delivered in time for the live release date of September 13, 2006. This agreement was given to protect Reach the World and as an additional sign of good faith on the part of RalSeth.

As part of the project plan and deliverables, RalSeth provided to Reach the World the ability to perform pre-delivery acceptance testing, as stated in an e-mail dated June 23, 2006. Reach the World chose not to act on this responsibility. As a result, this service agreement was intended to be a gratuitous offer to Reach the World that RalSeth would honor. It was not intended to be a mutual agreement.

The public release date of September 13, 2006 never became a reality. Reach the World failed to obtain a hosting service until September 17, 2006. Once the hosting service was obtained, RalSeth assisted in configuring the web hosting environment at its own expense. In assisting with the configuration, RalSeth discovered restrictions setup by the hosting vendor and made Reach the World aware of the potential problems. These problems were confirmed by Reach the World in your initial testing on September 18 and 19, 2006. On September 25, 2006, on its own cost, RalSeth provided Reach the World a temporary dedicated web hosting server to test the software. Change requests were submitted by Reach the World using RalSeth's dedicated server testing environment and classified by RalSeth for disposition as per the Software Service Agreement offered at no additional cost.

In Summary, a project schedule was agreed upon by RalSeth and Reach the World for the execution of this project. Under difficult conditions, Mr. Griffith responsibly managed the project based on best practices in the industry in an attempt to meet Reach the World's deadline. RalSeth faithfully delivered the process flows, data element requirements documented, and the design requirements locked down on August 17, 2006. Any items that you claim are not delivered in the software are caused by Reach the World's failure to honor the project schedule by not enforcing Mr. Wiener adherence to the design phase deadline. This forced Mr. Griffith to mitigate the risk of final delivery on September 5, 2006 by locking down the design to allow development to be completed.

Ample pre-delivery acceptance testing time, over two months, was given to Reach the World, but not acted upon by Reach the World. Post-delivery design defects reported based on the design requirements locked down have been addressed and fully tested in version 1.01. Post-delivery performance defects reported have been addressed and fully tested in version 1.01. All testing to existing requirements are fully documented. What you classify as outstanding design defects are not defects, but new requirements, as they were not submitted officially by the design deadline of April 27<sup>th</sup>, and the lock down date of August 17<sup>th</sup>.

In working with Reach the World, RalSeth expended considerable personal energy and excess expense to ensure the success of Reach the World, i.e., assisting in the web hosting configuration, dedicated testing environment, and final patch release



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including new functionality. RalSeth has provided to Reach the World a quality product, far from being "virtually useless", at an extremely competitive price. As you can see from the above, RalSeth delivered a complete product under difficult circumstances, and provided another set of new requirements (version 1.01) at no additional charge to Reach the World. However, any further work by RalSeth for Reach the World will require a new working agreement given Reach the World's (and its contractors) past history of missing project deadlines and constantly changing requirements.

Included in this package is a CD containing Reach the World CMS version 1.01 and supporting documentation that address the CRs provided by Reach the World in which RalSeth Technology classified and marked for disposition and implementation. Included is the updated User Manual. The Developer Notes section provides instructions for installing and configuring your Software.

Based on the facts provided, I am hopeful that you will see Ms. Newman's threat of legal action as being without foundation and not in the best interest of all concerned. If either you or Ms. Newman wishes to discuss a new working agreement beyond the delivery of the project contained in this shipment, please contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read "Thach X. Le". The signature is fluid and cursive, with a long horizontal stroke at the end.

Thach X. Le, Esq.  
Corporate Attorney

Cc: Deborah J. Newman  
Cc: Raleigh Griffith

## EXHIBIT F



JAMES A. ALLEN  
ATTORNEY AT LAW  
ADMITTED IN VA, MD, DC & MO



2 PIDGEON HILL DRIVE  
SUITE 340  
POTOMAC FALLS, VA 20165

(703) 724-7888

FAX (703) 444-0974

JAA@ALLENLEGALPRACTICE.COM

WWW.ALLENLEGALPRACTICE.COM

December 15, 2006  
Sent Via Facsimile

Deborah J. Newman, Esq.  
AKIN GUMP STRAUSS HAUER & FELD, LLP  
590 Madison Avenue  
New York, NY 10022-2524

Re: Reach the World / RalSeth, LLC

Dear Ms. Newman,

I have been retained by RalSeth, LLC regarding the dispute between your client Reach the World and RalSeth. Please forward future correspondence in this matter to my attention. I have reviewed various documents related to this matter, including your correspondence dated December 5, 2006. The purpose of this letter is to respond to the same.

RalSeth is interested in resolving your client's concerns, and is willing to consider any reasonable request by your client to resolve this matter. However, RalSeth has diligently sought to do the same over the past several months, and firmly believes that any problems currently experienced by Reach The World are of their own making, and are not due to any malfeasance or nonfeasance on RalSeth's part.

RalSeth has sought to correct any problems with the software provided to Reach The World. As you may know, the list of issues raised by Reach The World was "triaged", and issues were ranked in terms of severity, being graded at either level 1, level 2, or level 3, with level 1 being the most severe. On October 18, 2006, your client was provided with an updated version of the software (version 1.01), whereby RalSeth has already corrected all of the identified level 1 and level 2 defects, and most of the level 3 issues. They have had two months to test the software and identify issues requiring correction.



AKIN GUMP  
STRAUSS HAUER & FELD LLP

Attorneys at Law

Thach X. Le, Esq.

December 5, 2006

Page 2

RalSeth took the Software off-line for much of the summer of 2006 while it attempted to remedy these defects, many of which still exist today. As a result, contrary to the parties' agreement, Reach The World was never provided an opportunity to test the Software prior to receiving notice from RalSeth that any defects contained therein would be remedied only at RalSeth's discretion or Reach The World's expense.

Reach The World continues to hope that this matter may be amicably resolved. Towards this end, we ask that you provide Reach The World with a proposal to identify and remedy the defects in the Software within the next 10 business days. If we do not hear from you during this period, Reach The World will have no choice but to take all appropriate action. Reach The World reserves all rights, remedies, claims and defenses that it may have.

Finally, as I am sure you are aware, it is inappropriate for an attorney to contact a party he or she knows to be represented by counsel. See N.Y. Code Prof. Resp. DR 7-104; VA Prof. Resp. Rule 4.2; VA Code Prof. Resp. DR 7-103. In the future, please send all communications relating to Reach The World to my attention, unless otherwise directed.

Sincerely,



Deborah J. Newman

Heather Halstead

Mark Zvonkovic

## EXHIBIT G

**From:** james allen [jaa@allenlegalpractice.com]  
**Sent:** Thursday, April 12, 2007 11:07 AM  
**To:** Newman, Deborah  
**Cc:** ralseth@usa.net  
**Subject:** RE: Reach The World/RalSeth  
**Attachments:** Reviewed\_ServiceAgreement jaa.doc

I failed to attach it – sorry.

Jim

---

**From:** Newman, Deborah [mailto:djnewman@akingump.com]  
**Sent:** Thursday, April 12, 2007 10:56 AM  
**To:** james allen  
**Cc:** ralseth@usa.net  
**Subject:** RE: Reach The World/RalSeth

I'm not seeing any attachment.

---

**From:** james allen [mailto:jaa@allenlegalpractice.com]  
**Sent:** Thursday, April 12, 2007 10:49 AM  
**To:** Newman, Deborah  
**Cc:** ralseth@usa.net  
**Subject:** RE: Reach The World/RalSeth

Debbie, attached please find Ralseth's proposed service agreement, intended to clarify the scope of the endeavor at this point.

Please let me know if you have any questions or comments. I did not create signature blocks within the document, but we can either do so now or simply exchange correspondence affirming the terms and conditions set forth therein.

Jim

## Software Service Agreement

THIS Agreement is intended to memorialize the ongoing agreement between Ralseth, LLC ("Ralseth") and Reach The World ("RTW") regarding the final modifications to certain software being produced by Ralseth for RTW.

WHEREAS a dispute has arisen between the parties hereto regarding the suitability for use of the software which has been produced by Ralseth, and each party is represented by the independent counsel of its choosing, and

WHEREAS the parties to this Agreement previously entered into a contract whereby Ralseth produced software for RTW, who tested that software and identified certain bugs and defects which required correction; and

WHEREAS Ralseth reviewed the bugs and defects identified by RTW, and took the appropriate corrective action to remedy the same, although RTW maintains that it is unable to confirm the same, or the suitability of the most recent version of the software; and

WHEREAS each party hereto wishes to avoid the expense, delay, and inconvenience of litigation related to this dispute, it is hereby

AGREED that Ralseth will create an environment where the software is loaded and available for RTW to inspect and test it. RTW agrees to identify any bugs or defects which remain in the software within 30 days from the date and time at which Ralseth makes the software available to RTW. Ralseth agrees to take reasonable efforts to remedy bugs or defects which constitute deviations from the previously agreed-upon specifications for the software. Upon conclusion of its reasonable efforts in this regard, and substantial compliance by Ralseth with the previously agreed-upon specifications for the software, RTW agrees that Ralseth shall have no further obligation to RTW in connection with the creation of the software.

Each party agrees that they are entering into this Agreement in a good-faith effort to resolve the dispute between them, and not because they are obligated to do so, and that the mere entering into this Agreement shall not be construed as any admission independent from any such obligations that may exist pursuant to the prior agreement of the parties (as if this Agreement never existed).

Furthermore, and to provide more specificity as to how this Agreement shall be implemented, which shall largely be consistent with the revisions made to the first version of the software, the parties agree as follows:

### *Software Service Agreement Scope*

- Ralseth will accept notification of software bug reports (Change Initiation / Change Request (CR)) for version 1.01 for a period of 30 days from the date upon which Ralseth notifies RTW of the manner for accessing the software.
- A Bug/Defect is defined as an error, flaw, mistake, failure, or fault in a **computer program's code base** that prevents it from working correctly or produces an incorrect result.

- Bugs/Defects must be traceable, reproducible and documented as defined below and shown in Appendix 1.

### ***CR (defect/bug) Reporting***

- Bugs will be accepted in the following format: screen shot, description of bug, steps to reproduce or trigger the bug and the affected requirement. (See Appendix 1)
- Bugs will be documented in writing, numbered sequentially in Microsoft Word Table Format. (See Appendix 1)
- This format is an example of how a bug will be reported:
  - Reported By with Phone #:
  - Bug number:
  - Description:
  - Steps to Reproduce:
    - Step 1
    - Step 2
    - Step 3
    - Step 4
  - Affected Requirement:
  - Screen Shots (before & after)
  - <<Page Break>>
- After documenting Change Initiation / Change Request (CR), email MS Word document as attachment to RalSeth@usa.net before aforementioned deadline.

### ***Change Initiation / Change Request (CR)***

Upon receipt of Change Initiation / Change Request (CR), engineers will attempt to reproduce your bug. Once reproduced, the submission will be queued based on classification. Classifications are determined at the sole discretion of RalSeth, LLC.

### ***Change Classification / Change Evaluation***

There are three levels of classification.

- **Level 1:** The most severe, a code compiling error that **causes workflow stoppage** (exception statement error).
- **Level 2:** A code compiling error that **allows workflow but produces a faulty result in dynamic data** (incorrect page redirect, missing left link navigation).
- **Level 3:** Cosmetic errors and requests for new functionality.

### ***Special Note Regarding CR as bug, cosmetic adjustment or request for functionality***

CR(s) serve two important functions. CR(s) are used to define, document, and address bugs for patch release. CR(s) are also used to define, document, and prioritize requirements for new releases. A patch is used to address a critical defect. Reported level 1 and many level 2 CR(s) will be addressed in a patch. All other CR(s) are documented for prioritization in future version releases.

Enhancements to existing designs and/or suggestions for future are not defects and will NOT be addressed in the patch release. Many factors affect layout and display of content. RalSeth cannot

guarantee that layout templates will match prototype layouts exactly due to a variety of factors (content length, browser & OS variations; dynamic rendering of content and display of images).

**Integration of design templates into code base MAY REQUIRE ALTERING OF TEMPLATES WHICH AFFECTS FINAL DISPLAY. These variations should be minimal but MAY BE UNAVOIDABLE.** RalSeth will make every effort to represent the design as delivered but reserves final say as to the determination of all templates layouts.

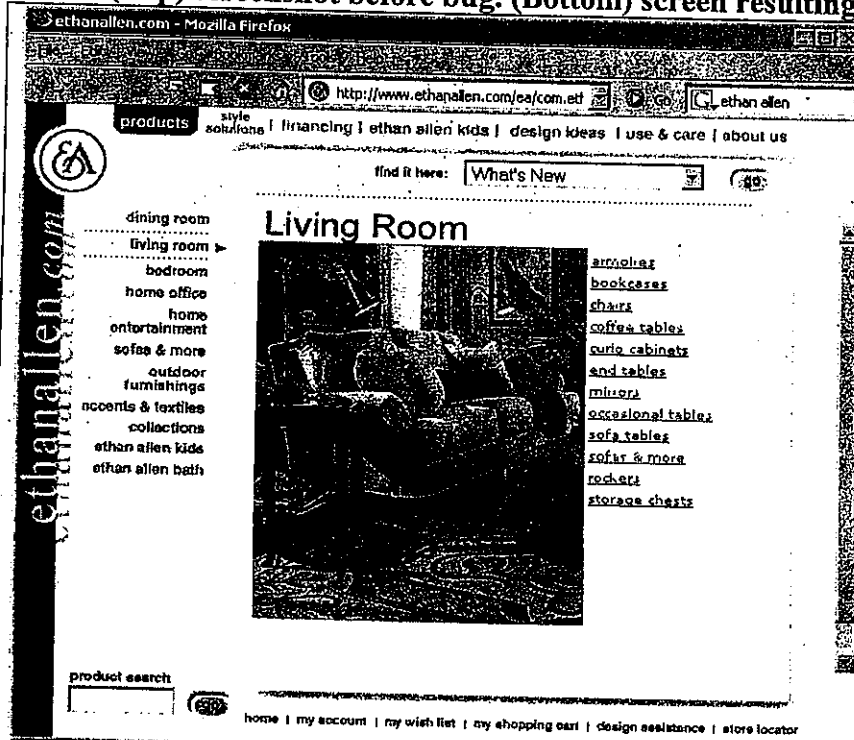
### ***Change Disposition / Change Implementation***

RalSeth will approve, disapprove, returned for further analysis or information, or defer a CR for a future version release.

Once a CR is accepted, it is sent to a developer for action. Rejected items are returned to the originator along with the CR's rationale for rejection. CR(s) needing further analysis is returned with the developer's questions or requests attached. Deferred CR(s) are filed as a possible future requirement(s). Approved CR(s) will be included in the patch release version 1.02.

### **Baseline Change Control and Patch Release**

- After the deadline, CR(s) will be locked in Change Control for classification, evaluation and implementation. No new CR(s) will be accepted for the version 1 Patch release.
- RalSeth will determine Patch schedule and release. Patch release schedule consideration includes workflow, complexity, and the number and comprehensiveness of submitted bug report (CR).
- **One Patch and updated documentation will be released via CD with server install (based on hosting availability).**
- New requirements for future versions are welcome. New requirements will not be addressed in the Patch release. New requirements for versioning will be designed and developed on a case-by-case contractual basis between the customer and RalSeth.

**Appendix 1 Bug Report <Template>****Note: (Top) screenshot before bug. (Bottom) screen resulting from bug**

**To create template, open MS Word. Select Insert Table (four fields), insert screenshots and resize to fit. In left-side fields, write the following data. All must be complete for implementation.**

Reported By:

Name (ph#)

Bug number:

Start w/ #40

Description:

What occurred

Steps to Reproduce

Step 1

Step 2

Step 3

Step 4

Affected Requirement:

Data Element/Field

Screen Shots

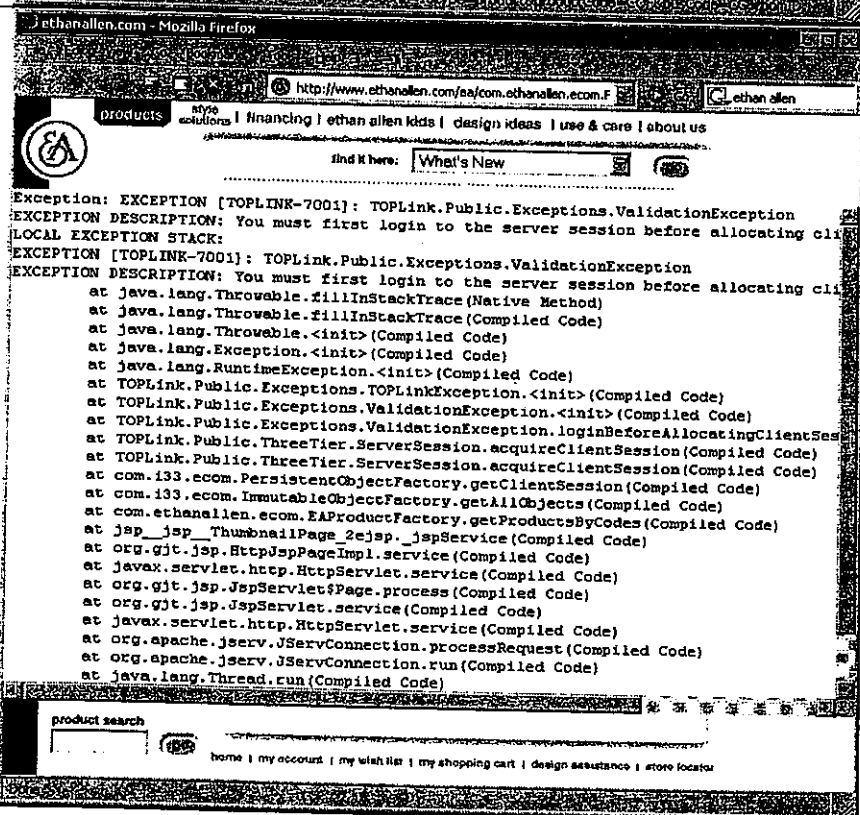
(before/after)

← See exp here

&lt;Select Alt. Prt Sc&gt;

Insert

&lt;&lt;Page Break&gt;&gt; after each submission





## ***Appendix 2 Software License***

Copyright © 2006, 2007 RalSeth Technology LLC copyright holder. All rights reserved.

ReachtheWorld.org site Content Management System (CMS) is distributed subject to the following license conditions:

### ***SOFTWARE LICENCE AGREEMENT***

Software: ReachtheWorld.org Content Management System (CMS)

1. The "Software", below, refers to ***ReachtheWorld.org site Content Management System (CMS)*** (in either source code, or binary form and accompanying documentation). Each licensee is addressed as "you" or "Licensee."
2. The copyright holders shown above hereby grant Licensee a royalty-free nonexclusive license, subject to the limitations stated herein and U.S. Government license rights.
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## EXHIBIT H



## Reach the World

Prepared for: Heather Halstead, Reach the World  
Prepared by: Adam Mordecai, Lead Project Manager, Advomatic  
Neil Drumm, Lead Drupal Developer, Advomatic

September 22, 2007  
Analysis: Reach the World Codebase Examination



## Executive Summary

### Objective

To examine the quality of code produced by RaiSeth Technology, LLC (DEV) for the site, "Reach The World" (RTW), to determine if the code is salvageable or requires a complete rebuild from scratch.

### Summary Conclusion

The code for the site was poorly written and executed, disregarding any and all Drupal standards. It is clearly evident that the DEV was a first time Drupal developer with little or no knowledge of best practices and standards for the system. They used an unsecured version of Drupal that was susceptible to hacking. Additionally, the DEV claimed copyright and license over a open source CMS which they had no right to lay claim to. Any and all hacks to existing modules of Drupal and to the Drupal CMS are not ownable. The CMS is licensed for open source use. We recommend scrapping the current site completely, including the theme, CSS and Core System and starting fresh on Drupal 5,

Detailed analysis provided on the next page.



# Development Analysis

## Neil Drumm - Lead Drupal Developer

### Theme problems

*Do not include hard-coded paths in themes.*

#### ... for including PHP files

Drupal provides application programmer interface (API) functions which tell modules and themes their location on the computer. In numerous places throughout the rtw2006 theme, `$_SERVER[ 'DOCUMENT_ROOT' ]` is used instead of the `path_to_theme()` Drupal API function. This had to be fixed to get the site running.

Bad example from the RTW theme:

```
<? include($_SERVER[ 'DOCUMENT_ROOT' ]."/themes/rtw2006/inc/rtw-helpers.inc"); ?>
```

Working replacement:

```
<? include(path_to_theme() ."/inc/rtw-helpers.inc"); ?>
```

92 instances of this problem were found.

#### ... for including images and other page elements

A similar problem exists with many image and other file paths. This causes them to not load since no Drupal API was used to locate the files properly.

Bad example from the RTW theme:

```

```

Working replacement:

```

```

239 lines of code with this problem, some having multiple instances on one line, were found.

**... for linking to other pages**

In two cases, URLs were not even changed from Dangerous Media's site:

```
<a href="http://dangerousmedia.com/projects/rtw/site_dev/Logbook/Logbook.htm"
class="Hdln_Blue_Link">Read More&gt;</a>
```

```
<a href="http://dangerousmedia.com/projects/rtw/site_dev/Logbook/Logbook.htm"></
a>
```

*Links should never be hard-coded.*

Bad example from RTW theme:

```
<a href="?q=node/<?= $node->nid ?>" class="Hdln_Blue_Link">Read More&gt;</a>
```

Working replacement:

```
<?= l(t('Read More>'), 'node/'. $node->nid, array('class' => 'Hdln_Blue_Link')) ?>
```

73 instances of this problem were found on initial inspection.

**Testing path fixes**

Fixing these issues is straightforward and tedious. Testing requires visiting enough pages to verify that no part of the page or images are missing, and checking if all the links work.

*Parts of the theme are missing.*

Basic Drupal page elements, such as message and help display, are missing. All of the page templates, except one, omits the messages section; this prevents the display of error messages and hides other problems. Each page template must have `<?= $messages ?>` or equivalent code.

All 13 page templates need to be reviewed and corrected.

*The theme is not well-architected.*

The theme has various content hard-coded content. This should not happen; the theme exists to provide formatting for content created by Drupal modules, blocks, and content entered through the website. Not following this makes the site hard to maintain since every change requires coding. This defeats the purpose of Drupal, a content management system, since the content management facilities built into Drupal are ignored.

The 27 files in RTW\_CODEBASE\_V1\_1/themes/rtw2006/inc/ and 13 page templates need to be reviewed on a case-by-case basis. The files in .../inc/ should be removed completely. Appropriate content should be put in Drupal blocks. A Drupal module should be created to encapsulate any custom code which produces content, such as pages or blocks.

*Theme markup should be readable for programmers.*

The theme for the site appears to be closely based on the code for your existing site, which was built in Macromedia Dreamweaver. This code is fine for static pages, but is a bit crufty. Building a dynamic site off of this code requires cleanup or redoing to ensure that the pages can handle the changing content and development needs.

I don't see much evidence that anything has been done to improve this. Tables should generally be avoided and inline styles should never be used; both are abundantly present.

### **Drupal core modifications**

*Changes to Drupal's core code should be avoided since each change has to be reviewed on every upgrade to Drupal.*

There is one minor code change in modules/node.module- the preview buttons are removed. There are two ways to do this without modifying node.module: making a module to alter that form or overriding the theme template for that form.

Specific changes:

```
@@ -1648,7 +1648,8 @@ function node_form_array($node) {
    }
    // Add the buttons.
    - $form['preview'] = array('#type' => 'button', '#value' => t('Preview'), '#weight'
=> 40);
    + //PQS: disable preview button
+// $form['preview'] = array('#type' => 'button', '#value' => t('Preview'), '#weight'
=> 40);
    $form['submit'] = array('#type' => 'submit', '#value' => t('Submit'), '#weight' =>
45);
    if ($node->nid && node_access('delete', $node)) {
        $form['delete'] = array('#type' => 'button', '#value' => t('Delete'), '#weight'
=> 50);
    }
@@ -1696,7 +1697,8 @@ function theme_node_form($form) {
    $admin .= form_render($form['options']);
    $admin .= "    </div>\n";
    }
    - $buttons = form_render($form['preview']);
+// PQS: disable preview button on rtw site
+// $buttons = form_render($form['preview']);
    $buttons .= form_render($form['submit']);
    $buttons .= isset($form['delete']) ? form_render($form['delete']) : '';
```

### **Misleading license**

*Derivative work of Drupal is to be licensed under the GNU GPL.*

The license in RTW\_CMSv1\_UserManual\_DevNotes.pdf is not accurate. This is a derivative work of Drupal, which is licensed under the GNU GPL, a copy of which is included in RTW\_CODEBASE\_V1\_1/LICENSE.txt. The brief, non-lawyer explanation of the GNU GPL is that source code must be available to users of the software and that users may redistribute derivative works under the same license. User in this case means someone running the site, such as Advomatic in this case, not a visitor to the site.

### **Summary**

Since the theme is the only large chunk of custom code for your site, it is the main thing which would require significant work for upgrading. However, the theme does have its own problems. The theme is 6237 lines of PHP/HTML code which need to be reviewed and brought up to Drupal coding standards. Much of the theme should be reimplemented in a custom module or otherwise be better-implemented. Since there appears to be no existing real content in the site already, just test content, I would recommend starting fresh with CCK instead of Flexinode.

*Neil Drumm is the lead developer at Advomatic, LLC, is the sole maintainer of Drupal 5.0 for the world and a leader in the Drupal community. He is an advanced Drupal coder and is expert on the subject, with hundreds of sites and Drupal core code pieces to his name.*



## Contact Information

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Thanks for patience, and we hope your next development experience is a more positive one.

Sincerely,

A handwritten signature in black ink, appearing to read "Adam Mordecai", with a long horizontal flourish extending to the right.

Adam Mordecai  
Partner, Advomatic, LLC